

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant <b>GoodWorks International LLC 303 Peachtree Street, NE -- Suite 4420 Atlanta, Georgia 30308</b>		2. Registration No. <b>5414</b>
3. Name of foreign principal <b>Government of Cameroon</b>	4. Principal address of foreign principal <b>Cabinet of the Prime Minister Yaounde, Cameroon</b>	
5. Indicate whether your foreign principal is one of the following:  <input checked="" type="checkbox"/> Foreign government  <input type="checkbox"/> Foreign political party  <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Partnership  <input type="checkbox"/> Corporation  <input type="checkbox"/> Association</div><div><input type="checkbox"/> Committee  <input type="checkbox"/> Voluntary group  <input type="checkbox"/> Other (specify): _____</div></div> <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant <b>Office of the Prime Minister</b> b) Name and title of official with whom registrant deals <b>Dr. Paul Mingo Chogomu, Minister/Director of Prime Minister's Cabinet</b>		
7. If the foreign principal is a foreign political party, state: a) Principal address <b>NA</b> b) Name and title of official with whom registrant deals  c) Principal aim		

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8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal.

NA

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

NA

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

NA


Date of Exhibit A	Name and Title	Signature
7/30/10	Carlton A. Masters President and CEO	

Exhibit B  
To Registration Statement  
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  GoodWorks International LLC	2. Registration No.  5414	NSD/CES/REGISTRATION UNIT 2010 AUG -4 PM 2:53
3. Name of Foreign Principal  Government of Cameroon		

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

For a period of one year, renewable at the option of both parties, GoodWorks International (hereinafter, GWI) undertakes to assist the Government of Cameroon ("Government") to obtain, first, a Treshold Program and, subsequently, a full Compact under the Millennium Challenge Account. GWI will assist in devising a strategy for the purpose, and advise on steps to implement the strategy.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

GWI will advise and assist in devising a strategy and "roadmap" of actions leading toward successful negotiations with the Millennium Challenge Corporation. These efforts will include dissemination of greater knowledge and understanding, among members of the U.S. Executive Branch and Congressional offices, of the Government's progress in meeting MCA requirements. Specific steps will include arranging contacts with members of relevant staffs and agencies, and with representatives of valuator agencies whose data are used in compiling MCC country scoresheets. GWI also will design an outreach program to the U.S. private sector, a public communications strategy, and specific recommendations on raising Cameroon's MCA indicator scores.

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9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

As indicated in the answer to question #8, above, the "political" activities in furtherance of this contract will include: (a) arranging meetings with relevant decision-makers in the MCC and other Executive Branch agencies; (b) meetings with interested members of congressional staffs; (c) public dissemination of informational materials such as speeches, op-ed pieces, or films and DVDs; (d) presentations to interested NGOs, businesses, or trade associations. At such time as any media materials are produced, the required copies will be filed with the FARA registration Unit.

The individuals responsible for implementation of this contract on the part of GWI will be Messrs. Omar Arouna and Edwin L. Barber III, for whom Short Form Statements previously were filed.

Date of Exhibit B	Name and Title	Signature
7/30/10	Carlton A. Masters President and CEO	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

**AGREEMENT BETWEEN**

**THE GOVERNMENT OF CAMEROON**

**And**

**GOODWORKS INTERNATIONAL**

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**Yaoundé, CAMEROON**

**July 2010**



## **1. APPOINTMENT**

The Government hereby appoints GWI as its Representative for the Scope of Services specified herein in Section 2, for a period of one year from the signing of this agreement, with the option to renew for an additional year at the discretion of both parties.

## **2. SCOPE OF SERVICES/DUTIES OF GOODWORKS**

2.1 GoodWorks International (GWI) is committed to assist the Government of Cameroon in obtaining a Threshold Agreement with the MCC within a period of one year, and a full Compact in a period of two years.

2.2 GoodWorks International (GWI) will work with the Cameroonian Team to devise a strategy, design a road map of action, and follow implementation of the actions required for a successful outcome.

2.3 GoodWorks International (GWI) will adopt a holistic approach in order to maximize the opportunities for a favorable outcome. The strategy will incorporate (i) a strong focus on a US private sector outreach program in addition to (ii) a public sector communication strategy and (iii) a specific focus on raising the MCA indicators as already discussed.

2.4. GoodWorks International (GWI) will promote greater congressional knowledge and understanding of the Cameroon Government's policies and accomplishments, and work to develop positive American attitudes and policies toward Cameroon. GWI will set up high-level meetings for Cameroon officials to reintroduce Cameroon to various stakeholders as a way of re-launching the MCC Threshold quest. The meetings will target, but will not be limited to, the following officials and organizations:

- a. Senior officials at the Millennium Challenge Corporation
- b. Members and staff of the House Sub Committee on Africa, of the House Foreign Affairs Committee.
- c. Members and staff of the Africa Partnership for Economic Growth Caucus (APEGC).
- d. Members of the Senate Foreign Relations Committee
- e. Senior officials at the US State department,
- f. Senior officials at the USTR and USAID
- g. Seniors officials at the US Treasury
- h. Non profit organizations and independent agencies

2.5 GoodWorks International (GWI) will encourage visits to Cameroon by members of the U.S. Administration and Congress, and will devote all necessary time and personnel resources to planning and participating

actively in organizing visits to the United States by officials and members of the Cameroonian team.

- 2.6 Every three (3) months, GoodWorks International will draft and submit to the Government of Cameroon a progress review of its activities.

### **3. DUTIES OF CAMEROON**

3.1 The Government agrees to provide GWI with the support necessary for the successful implementation of this agreement, including, but not limited to, current information on the Government's plans and policies, current copies of relevant documents needed to support particular positions, access to relevant officials of the Government in Yaoundé and Washington, and assistance and direction in planning subject programs.

3.2 The Government agrees to respect the engagements it will take within the context of its initiatives and commitments under the program in a timely manner.

### **4. TERMS, TERMINATIONS AND RENEWAL**

4.1 Both parties (The Government of Cameroon and GoodWorks International) agree to effectively and promptly communicate with each other on matters of concern that may arise under this agreement.

4.2 The term of this Agreement shall be for twelve (12) months from July 15<sup>th</sup>, 2010 to July 15<sup>th</sup>, 2011.

4.3 This Agreement may be terminated earlier by either Party by giving the other party (6) months advance notice.

4.4 Nothing in this Agreement shall be construed as preventing GWI from complying with applicable U.S. lobbying and disclosure statutes.

4.5 The termination of this Agreement shall not in any way affect the status, obligations or liabilities of either party to the other which arose prior to the termination.

4.6 This is a result-based agreement with an option to renew for an additional year at the discretion of both parties.



## 5. COMPENSATION AND FEES

5.1 The Government agrees to pay, and GWI agrees to accept, compensation for services under this Agreement in the amount of **\$350,000.00** (Three hundred Sixty thousand dollars) annually for the contract period. Payment is made on a quarterly basis as follows:

5.2

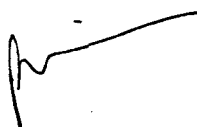
- First quarter (July 15<sup>th</sup>, 2010 to October 15<sup>th</sup>, 2010) payment of \$87,500.00 (Eighty seven thousand five hundred) due on October 15<sup>th</sup>, 2010.
- Second quarter (October 16<sup>th</sup>, 2010 to January 15<sup>th</sup>, 2011) payment of \$87,500.00 (Eighty seven thousand five hundred) due on January 15<sup>th</sup>, 2011
- Third quarter (January 16<sup>th</sup>, 2011 to April 15<sup>th</sup>, 2011) payment of \$87,500.00 (Eighty seven thousand five hundred) due on April 15<sup>th</sup>, 2011
- Fourth quarter (April 16<sup>th</sup>, 2011 to July 15<sup>th</sup>, 2011) payment of \$87,500.00 (Eighty seven thousand five hundred) due on July 15<sup>th</sup>, 2011

## 6. NOTICE

All notices or other communications required or permitted to be given hereunder shall be (as elected by the party giving such notice) (a) personally delivered, with written confirmation of receipt, (b) transmitted by postage prepaid registered mail (airmail with written confirmation of receipt, if international), (c) transmitted by telex, with confirmed answer back, (d) by facsimile, with written confirmation of receipt, (e) by reputable international courier delivery with written confirmation of receipt, or (f) electronic mail in each case, to the parties as follows:

**To the Government of Cameroon, at:**

Prime Minister's Cabinet  
Yaounde – CAMEROON  
Attention: Dr. Paul MINGO GHOGOMU  
Telephone: (237) 22 23 92 54  
Fax: (237) 22 23 57 63  
Mobile: (237) 77 31 96 79  
E-mail: pghogom@yahoo.com





**To GoodWorks International, at:**

Goodworks International LLC  
1700 K Street NW Suite 430  
Washington DC 20006  
Attention: Omar Arouna  
Telephone: (202) 736 2160  
Mobile: (202) 607 8499  
Facsimile: (202) 736 2213  
E-mail: oarouna@goodworksintl.com

Except as otherwise specified herein, all notices and other communications shall be deemed to have been given on the date of receipt if delivered personally by courier or by mail, or on the date of transmission with confirmed answer back or confirmation of receipt if transmitted by electronic-mail or facsimile, whichever shall first occur. Any party hereto may change its address for purposes hereof by written notice to the other party in accordance with this Section.

**7. BANK ROUTING INFORMATION**

All payments of fees and expenses as discussed above should be remitted, unless otherwise specified in writing, via wire transfer to the account set forth below:

Name of Account: GoodWorks International, LLC  
303 Peachtree Street, NE, Suite 4420  
Atlanta, Georgia 30308

Bank Name: Bank of America

Account Number: [REDACTED]

Bank Routing No: [REDACTED]

Swift Code: [REDACTED]

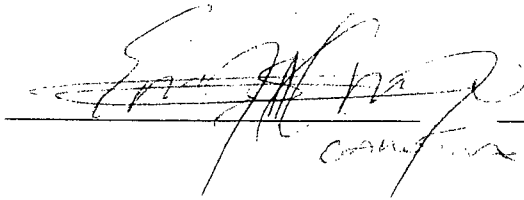
ABA number [REDACTED]

Bank Contact: **Deanna W. Smith**  
Assistant Vice President  
Business Banking - South Georgia and Savannah  
1-888-852-5000 ext 2275  
1.800.384.1431 Fax



Signed on behalf of the parties:

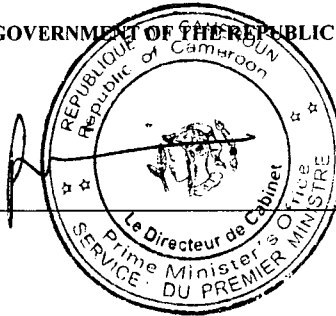
GOODWORKS INTERNATIONAL LLC



By: Omar Arouna  
Managing Director  
GoodWorks International

Date: Friday July 16<sup>th</sup>, 2010

THE GOVERNMENT OF THE REPUBLIC OF CAMEROON



By: Dr. Paul MINGO GHOGOMU  
Minister, Director of Cabinet, Prime Minister's  
Cabinet

Date: Friday July 16<sup>th</sup>, 2010

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